

**Memorandum of Understanding for the Installation and Use
of New World Systems Software for Northwest Ambulance**

This is a Memorandum of Understanding (MOU) for the installation and use of SNOPAC's New World Systems (NWS) applications for Northwest Ambulance (Northwest) on behalf of the City of Everett (COE). This MOU is exclusively between SNOPAC, the City of Everett, and Northwest Ambulance for the purpose of exchanging real-time dispatch information between SNOPAC and Northwest via the NWS Mobile system.

WHEREAS, Northwest has a contract with COE to provide BLS ambulance transports; and,

WHEREAS, Northwest is a for-profit ambulance service provider with a business office location of 1316 Wall Street, Everett, WA 98201; and,

WHEREAS, COE would like Northwest to have fully integrated NWS MOBILE to improve service delivery to Everett residents; and,

WHEREAS, SNOPAC is the license holder of NWS software which COE would like Northwest to use;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to define the rights and duties of the parties for the installation and use of NWS applications for SNOPAC's MOBILE System.

2. ORGANIZATION

The administrator for SNOPAC's MOBILE System shall be the Director or appointed designee. The General Manager of Northwest shall be the responsible administrator ensuring this MOU is adhered to within their organization.

3. SCOPE OF SERVICES

A. General. Upon execution of this MOU, Northwest will have permission to use 8 NWS mobile licenses to be used exclusively by Northwest units. Northwest will only have access to the NWS mobile application.

- SNOPAC reserves the right to restrict levels of access dependent on the needs of Northwest and COE, and MOBILE system limitations.
- To the extent possible, COE will administer the user accounts for Northwest and limit access, roles, and configuration.
- Additional MOBILE applications may be approved and added to this Agreement through written amendments.

B. Purchase and Installation.

- Northwest will not own NWS licenses. SNOPAC will charge back any and all related license fees for software to Northwest.
- Northwest will be responsible for license costs for mobile data (Radio IP, Net Motion, etc.).

- Northwest will provide and maintain its own hardware and equipment.
- SNOPAC will provide technical support as necessary to Northwest for startup of NWS service. Following successful startup, SNOPAC is not obligated to provide technical, administrative or unreasonable operational oversight of this MOA.

C. Product Access and Maintenance. COE agrees to be the primary point of contact for all operational and technical matters related to this MOA.

- Access to the MOBILE System under this Agreement is subordinate to MOBILE operation at SNOPAC.
- Northwest agrees to comply with requests by SNOPAC for actions that are required for MOBILE system maintenance or repair. Such actions may include, but are not limited to, closing MOBILE software. Upon receiving requests to close MOBILE applications, Northwest agrees to immediately comply per the terms of the request.

D. Training. SNOPAC will provide Northwest with written training documentation for the operation of NWS MOBILE applications. Upon request, COE will provide train-the-trainer training sessions for the operation of NWS MOBILE applications.

E. Product Use.

- Northwest agrees to only use these licenses for emergency EMS work directed by Snohomish County Fire and EMS.
- Northwest agrees to control access to licenses and will not transfer or reassign licenses and will allow access to said licenses only to trained Northwest staff.
- Northwest agrees to maintain unit status in a way that SNOPAC and COE can readily identify and assign available units to COE incidents.
- Northwest agrees to comply with SNOPAC Operational Policies in regard to use of NWS software.
- Northwest agrees to be responsive to operational or technical concerns expressed by SNOPAC or COE.
- Northwest will institute internal policies and procedures which ensure compliance with this agreement. Northwest will inform SNOPAC of any violations in writing immediately, but no longer than 1 business day.

4. SECURITY

At all times, Northwest will prevent non-Northwest user accounts from being used on equipment which has NWS applications. Northwest must ensure MOBILE applications are only accessed by Northwest employees, trained in the application's use, and who follow all applicable laws and policies regarding the use of information obtained from the MOBILE System. Northwest agrees to limit additional software to only SNOPAC approved applications.

5. MOBILE SYSTEM LIMITATIONS

- SNOPAC is not responsible for limitations of the MOBILE System, connectivity equipment and services, or software.
- The MOBILE System is occasionally taken out of service for upgrade or maintenance. SNOPAC or COE will exercise reasonable efforts to notify Northwest in advance regarding these planned events.

6. COST RECOVERY

- A. Northwest shall reimburse SNOPAC for software license fees and annual maintenance charges. Those costs will be defined in Attachment A, and subject to change as SNOPAC costs change.
- B. Northwest is responsible for the purchase of required software licenses, any software maintenance charges, and any software upgrade charges for each NWS MOBILE application it uses.
- C. Unless otherwise indicated in Attachment A, all required software related purchases will be done by SNOPAC on behalf of the Northwest.
- D. SNOPAC will invoice Northwest for its financial obligation for the MOBILE applications. Northwest agrees to pay SNOPAC \$66.37 per hour (in ¼ hour increments) for technical or operational support.

7. TERM OF AGREEMENT/TERMINATION

At the discretion of SNOPAC or COE, Northwest will cease use of all NWS software and licenses. At such time, Northwest will immediately cease use, and will delete all NWS software, and will provide SNOPAC with written attestation of deletion.

8. WHOLE AGREEMENT

This Agreement is the complete and exclusive statement of the MOU between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this MOU. This MOU or any modification of this MOU will not be binding on any of the parties except as signed by authorized agents of all parties.

This MOU applies exclusively to the relevant parties, and does not set precedence for any other contracts or agreements, particularly in regards to third-party or for-profit agencies gaining access to MOBILE information or use.

9. LIMITATION OF LIABILITY

SNOPAC's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement, from any cause, shall not exceed the total of Northwest's annual fees under this agreement.

10. COMPLIANCE WITH LAW

Northwest agrees to perform its responsibilities under and pursuant to this Agreement in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any government agency or regulatory body, whether federal, state, local or otherwise.

- HIPAA Compliance: Northwest will enter into a HIPAA Business Associates Agreement with SNOPAC; such agreement to be provided by SNOPAC.

DATED this 3 day of OCT, 2017

SNOPAC

Kurt Mills
Signature

KURT MILLS
Name (Typed or Printed)

EXECUTIVE DIRECTOR
Title

CITY OF EVERETT -

Ray Stephanson
Signature

Ray Stephanson
Name (Typed or Printed)

Mayor
Title

NORTHWEST AMBULANCE

Jeremy Yoder
Signature

Jeremy Yoder
Name (Typed or Printed)

Director / Chief Operating Officer
Title

APPROVED AS TO FORM

James D. Iles
JAMES D. ILES, City Attorney

ATTEST:

Sharon Falk
City Clerk

Attachment A

SNOPAC has taken steps to make this a cost neutral agreement for SNOPAC and in as much as not mark-ups costs. NORTHWEST agrees to pay these fees within 30 days of being invoiced. The following cost recovery rates are subject to change at SNOPAC's sole discretion.

Tyler Mobile Computer:

SNOPAC currently has a mobile site license and Tyler has agreed to allow NorthWest Ambulance (NORTHWEST) mobile licenses at no cost. Annual fees are based on estimated per mobile maintenance costs incurred by SNOPAC.

Per License Fee:

One-Time: No cost
Annual: \$265 per license

RadioIP:

Mobile VPN software necessary to access mobile.

Per License Fee:

One-Time: \$143
Annual: \$38.40 per license

Wireless access is not included. Wireless device must have a static IP address to access the Mult-IP server.

Staff Labor:

SNOPAC agrees to provide up to two-hours of initial setup assistance*. After initial support SNOPAC will, at its sole discretion determine and how additional support may be provided. This time will be bill at a rate of \$66.37 per hour in 1/4 hour increments. SNOPAC is not a replacement for NORTHWEST's internal technical and operational support. NORTHWEST will always attempt to self-resolve technical issues internally or with the support of Everett FD prior to contacting SNOPAC.

*SNOPAC will provide the needed software and documentation on how to install the software. Initial support will be provided if issues arise during the installation and configuration of the Mobile software and mobile VPN connection.

Support is available during normal work hours, Monday – Friday 0730-1630 excluding holidays, by calling 425-407-3939 or emailing helpdesk@snopac911.us.

System training will be provided by Everett FD.

memorandum
of understanding

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

14

PROJECT TITLE:

Memorandum of
Understanding for the
Installation and Use of New
World Systems Software for
Northwest Ambulance

____ Briefing
____ Proposed Action
____ Consent
____ ☒ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

____ Fire
____ Timothy Key
____ 425-257-8101
____ October 25, 2017

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action

Attachments

Memorandum of
Understanding

Department(s) Approval

Fire, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This agreement authorizes Northwest Ambulance to utilize Mobile Data Terminals in their ambulances, which provides a means for the 911 dispatch center (SNOPAC) to automatically dispatch ambulances based on their location. This agreement is between the City, Northwest Ambulance and SNOPAC, as Northwest Ambulance acts as a subcontractor for the City in providing ambulance transport services.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Memorandum of Understanding for the installation and use of New World Systems software for Northwest Ambulance.

council
10-25-17
H.R.
approval